

## **SFY 2003 Community Services Performance Contract for Operating CSBs and Behavioral Health Authorities**

1. **Ongoing services funds** are those state-controlled funds and State Plan Option (SPO) and MR Waiver payments that support the continued provision of existing levels of core services by the Board, directly or through contracts.
2. **Purchase of individualized services funds** are those state-controlled funds, Medicaid fee-for-service payments, Medicaid SPO fees, Medicaid MR Waiver fees, and any other fees or revenues associated with individualized services plans that are paid for with these funds that are designated to purchase individualized services for consumers who:
  - a. are ready for discharge from state facilities,
  - b. are at risk of admission to state facilities,
  - c. meet the level of care parameters for state facility admission, or
  - d. are in another identified population group.

Purchased services shall be based on individualized services plans developed by the Board and reviewed and approved by the Department.

3. **Special project funds** are those state-controlled funds, Medicaid fee-for-service payments, Medicaid SPO fees, and any other fees or revenues that are designated to fund or are associated with special projects or specific initiatives, such as programs of assertive community treatment (PACT) teams, regional projects to purchase local acute psychiatric inpatient services, and regional state facility admission diversion initiatives.

- 4.4 **Federal Grants:** The Department will disburse federal grant funds that it receives to the Board in accordance with the requirements of the applicable federal grant.

### **5.0 Scope of Work**

- 5.1 **Services:** Exhibit A shall include those mental health, mental retardation, and substance abuse services provided or contracted for by the Board that are funded with performance contract funds and may include mental health, mental retardation, and substance abuse services provided by the Board that are funded by local funds not required under state statute and other funds associated with the provision of those services. The Board is required under this contract to provide those services, identified in Exhibit A, that are funded with performance contract funds, as defined in this contract. Exhibit A is contained in Attachment 5.1 to this contract. Services are defined in the current Core Services Taxonomy, which is incorporated by reference as part of this contract, and the Medicaid State Plan Option and Mental Retardation Home and Community-Based Waiver regulations promulgated by the Department of Medical Assistance Services.

## SFY 2003 Community Services Performance Contract for Operating CSBs and Behavioral Health Authorities

**5.2 Expenses for Services:** The Board shall provide those services that are funded with performance contract funds within the revenues and expenses set forth in Exhibit A and documented in the Board's financial management system. The Exhibit A for each program area shall display information about services in one or more of the following three subsections:

1. ongoing services;
2. purchase of individualized services for individualized services plans or plans of care, including all MR Waiver services provided directly or contractually by the Board; and
3. special projects, such as PACT teams and census diversion projects.

The Board shall distribute its administrative and management expenses across some or all of the three program areas on a basis that is in accordance with Uniform Cost Report principles, is auditable, and satisfies Generally Accepted Accounting Principles.

**5.3 Continuity of Care:** Section 37.1-197.1 of the *Code of Virginia* requires the Board to function as the single point of entry into the publicly-funded mental health, mental retardation, and substance abuse services system. The Board shall comply with the Continuity of Care Procedures in Attachment 5.3 to this contract to fulfill some aspects of this responsibility.

**5.3.1 Preadmission Screening:** The Board shall provide preadmission screening services pursuant to §§ 37.1-65, -67.1, -67.3, -197.1, and 16.1-335 et seq. of the *Code of Virginia* and in accordance with the Continuity of Care Procedures for any person who resides in the Board's service area.

**5.3.2 Access to State Facility Services:** The Board shall follow the Continuity of Care Procedures and shall comply with the *Procedures for Continuity of Care Between Community Services Boards and State Psychiatric Facilities* (February 3, 1997) and the current *Discharge Planning Protocols*, both of which are issued by the Department and are incorporated by reference as part of this contract, in accessing state facility services.

**5.3.3 Predischage Planning:** The Board shall provide predischage planning pursuant to § 37.1-197.1 of the *Code of Virginia* and in accordance with the Continuity of Care Procedures and the referenced current *Discharge Planning Protocols*.

**5.3.4 Disagreements Regarding Clinical Readiness for Discharge From State Facilities:** The Board shall comply with the provisions of § 37.1-197.1 of the *Code of Virginia* and the processes and procedures contained in the Review of Disagreements Regarding Determinations of Clinical Readiness for Discharge From State Facilities in Attachment 5.3.4 to this contract.

## **SFY 2003 Community Services Performance Contract for Operating CSBs and Behavioral Health Authorities**

**5.3.5 Admission to Services:** The Board is responsible for all admissions to services that it supports with performance contract funds. The Board shall maintain information on the total numbers of admissions by program area and by priority population during the term of this contract and shall report this information to the Department (see section 5.7.2).

In order for an admission to occur, the following actions are necessary:

1. an initial face-to-face contact is made,
2. a clinical screening/initial assessment is conducted, and
3. a unique consumer identifier is assigned or retrieved from the management information system if the person has been admitted for a previous episode of care.

Under this definition, it is possible that the admission to the Board and date of program enrollment may be the same for a consumer's first program enrollment. It is also possible that an individual's admission and discharge to the Board may occur on the same day if there is only a single encounter.

The consumer is admitted to the Board but documentation necessary for enrollment in services is not required under the following conditions. The consumer is seen for only:

1. a court-ordered or psychological evaluation,
2. an initial assessment (i.e., a single contact for the purpose of screening, triage, and referral), including a preadmission screening assessment that does not result in hospitalization, or
3. an initial assessment that results in placement on a waiting list for services with no services provided in the interim.

In these cases, services are provided and numbers served are still counted and reported under the appropriate services category or subcategory (e.g., emergency, outpatient), but the documentation necessary for program enrollment is not a requirement. In these situations, the Board shall be required to obtain and maintain only the following information on such consumers: unique consumer identifier, date of birth, race, ethnicity, and gender.

Individuals who are seen only for a court-ordered or psychological evaluation or an initial assessment (i.e., a single contact for the purpose of screening, triage, and referral), including a preadmission screening assessment that does not result in hospitalization and persons who only receive emergency or crisis intervention services or prevention services will not be assessed for priority population classification. Individuals who are seen only for an initial assessment that results in placement on a waiting list for services with no services provided in the interim will be assessed for priority population classification.

## **SFY 2003 Community Services Performance Contract for Operating CSBs and Behavioral Health Authorities**

In order for a program enrollment to occur, the following actions, accompanied by appropriate documentation, are necessary:

1. determination that the person is in need of services available through the Board or its contracted agencies,
2. completion of a psychosocial history (if not fully completed at the time of admission),
3. diagnosis or provisional diagnosis of the consumer's condition,
4. determination of priority population classification status, and
5. initiation of the development of an individualized services plan.

In the case of a preadmission screening that results in a state or local hospitalization, the person is admitted to the Board and enrolled in case management for the purpose of monitoring the individual's hospitalization, predischARGE planning, and discharge. Documentation requirements necessary for enrollment, however, are waived until the individual is discharged from the hospital and returns to the Board for services, if this is the disposition.

**5.3.6 Discharge from Services:** The Board is responsible for all discharges from services that it supports with performance contract funds. The Board shall maintain information on the total numbers of discharges by program area and by priority population during the term of this contract and shall report this information to the Department (see section 5.7.2).

A person is discharged from the Board if any of the following conditions exists. The consumer has:

1. been determined to need no further services,
2. been released from enrollment at all Board and Board-contracted services and discharged in accordance with Board policies,
3. received no Board services in 180 days from the date of the last face-to-face contact or has indicated that he no longer desires to receive services,
4. relocated, or died.

Persons may be discharged in less than the maximum time since the last face-to-face contact (i.e., less than 180 days) at the Board's discretion, but the person must be discharged if no face-to-face services have been received in the maximum allowable time period for that episode of care. Once discharged, should a consumer return for services, that person must be readmitted; the subsequent admission begins a new episode of care.

**5.3.7 Case Reporting:** The Board shall maintain information on the numbers of active and closed cases by program area and priority population during the term of this contract and shall report the number of active cases as of the last day of the term of this contract and the number of cases closed during the term of this contract to the Department.

## SFY 2003 Community Services Performance Contract for Operating CSBs and Behavioral Health Authorities

### 5.3.8 Interagency Relationships

1. Pursuant to the case management requirements of § 37.1-194 of the *Code of Virginia*, the Board shall, to the extent practicable, develop and maintain linkages with other community and state agencies and facilities that are needed to assure that the consumer is able to access the treatment, training, rehabilitative, and habilitative mental health, mental retardation, and substance abuse services and supports identified in his individualized services plan. The Board shall comply with the provisions of § 37.1-197 of the *Code of Virginia* regarding interagency agreements.
2. The Board shall also develop and maintain, in conjunction with the courts having jurisdiction in the political subdivisions served by the Board, cooperative linkages that are needed to carry out the provisions of §§ 37.1-67.01 through 67.6 and related sections of the *Code of Virginia* pertaining to the involuntary admission process.
3. The Board shall develop and maintain the necessary linkages, protocols, and interagency agreements to effect the provisions of the Comprehensive Services Act for At-Risk Youth and Families (§§ 2.2-5200 through -5214 of the *Code of Virginia*) and Part C of the Individuals with Disabilities Education Act (20 U.S.C. § 1431 et seq.) and §§ 2.2-5300 through -5308 of the *Code of Virginia* that relate to services covered by this contract. Nothing in this contract shall be construed as requiring the Board to provide services related to these acts in the absence of sufficient funds and interagency agreements.

**5.3.9 Coordination of Mental Retardation Waiver Services:** The Board shall provide case management services to consumers who are receiving services under the Medicaid Mental Retardation (MR) Home and Community-Based Waiver. In this capacity the Board shall develop the individualized services plan (plan of care) and submit it to the Department for approval. As part of its specific case management responsibilities for individuals receiving MR Waiver services, the Board shall coordinate and monitor the delivery of all services to its consumers, including monitoring the receipt of services in a consumer's ISP that are provided by independent vendors who are reimbursed directly by the Department of Medical Assistance Services (DMAS) to the extent that the Board is not prohibited from doing so by such vendors, reference the DMAS *Mental Retardation Community Services Manual*, Chapters II and IV. The Board may raise issues regarding its efforts to coordinate and monitor services provided by independent vendors to the applicable funding or licensing authority (e.g., the Department, DMAS, Virginia Department of Social Services). In fulfilling this service coordination responsibility, the Board shall not restrict or seek to influence the consumer's choice among qualified service providers. This section

## **SFY 2003 Community Services Performance Contract for Operating CSBs and Behavioral Health Authorities**

does not, nor shall it be construed to, make the Board legally liable for the actions of independent vendors of MR Waiver services that are reimbursed directly by the DMAS, if the Board does not have a contract with the vendor for those services.

**5.3.10 Linkages with Primary Care:** When it arranges for the care and treatment of its consumers in hospitals, the Board shall assure coordination with such hospitals, especially emergency rooms and emergency room physicians, in order to promote continuity of care for those consumers.

**5.3.11 Coordination with Local Psychiatric Hospitals:** With the consumer's consent in the case of voluntary admissions, the Board shall coordinate an enrolled consumer's admission to and discharge from local psychiatric units and hospitals to assure appropriate use of these services in the least restrictive setting and to prevent inappropriate use of those hospitals.

**5.3.12 Forensic Services:** The Board shall provide forensic services in accordance with the provisions in Attachment 5.3.12 to this contract.

**5.3.13 Access to Services:** The Board shall not require a consumer to receive case management services in order to receive other services that it provides, directly or contractually, unless it is permitted to do so by applicable regulations and the person is a member of a priority population, as determined in accordance with section 5.8.2 of this contract; the person is receiving more than one other service from the Board; or a licensed physician employed or contracted for by the Board determines that such case management services are medically necessary for the consumer.

**5.3.14 PACT Criteria:** If the Board receives state general or federal funds for a Program of Assertive Community Treatment, it shall satisfy all of the following criteria.

1. Meet PACT state hospital bed use targets.
2. Prioritize providing services to consumers in priority populations who are frequent recipients of inpatient services or are homeless.
3. Achieve and maintain a caseload of 80 consumers after two years from the date of initial funding by the Department.
4. Procure individual team training and technical assistance quarterly.
5. Meet bimonthly with other PACT programs (the network of CSB PACTs).
6. Participate in technical assistance provided by the Department.

### **5.4 Consumer and Family Member Involvement and Participation**

**5.4.1 Roles of Family Members and Significant Others:** The Board shall, with the consumer's consent, actively involve his family members, legally authorized representative, and significant others in the care of the consumer and ensure the

## **SFY 2003 Community Services Performance Contract for Operating CSBs and Behavioral Health Authorities**

maximum feasible degree of participation by the consumer and, with the consumer's consent, his family members, legally authorized representative, and significant others in services planning and treatment decisions and activities, unless their involvement is not clinically appropriate.

**5.4.2 Family Involvement with Adolescents:** The Board shall, with the adolescent consumer's consent, actively involve his family members, legally authorized representative, and significant others in his care, consistent with § 54.1-2969 of the *Code of Virginia* and any other federal or state privacy protection, confidentiality, or third party communication requirements, unless their involvement is not clinically appropriate.

**5.4.3 Language:** The Board shall, to the extent practicable, ensure the delivery of services in a manner that is comprehensible by its consumers. This involves communicating orally and in writing in the primary languages of the Board's consumers, including Braille and American Sign Language when necessary, and at appropriate reading comprehension levels. The Board shall, to the greatest extent practicable, develop and implement procedures to ensure access to mental health, mental retardation, and substance abuse services needed by individuals who are deaf, hard of hearing, late deafened, or deafblind, in accordance with Attachment 5.4.3 to this contract.

**5.4.4 Culturally Competent Services:** The Board shall provide and contract for services that address, to a reasonable extent, the cultural and linguistic characteristics of the geographic area and populations that it serves.

**5.4.5 Services Monitoring:** The Board shall, to the extent practicable, use teams of consumers, family members, advocates, and other interested individuals to monitor, evaluate, and provide feedback on its direct and contracted services. Team members should be reimbursed, upon request, for their reasonable expenses incurred while discharging their services monitoring responsibilities.

**5.4.6 Formal Feedback Process:** The Board shall, to the extent practicable, provide and make their consumers and family members aware of a formal process through which it receives feedback about services that it provides, directly or contractually, and about the unmet service needs in the area that it serves.

### **5.5 Quality of Care**

#### **5.5.1 Individualized Services Plan (ISP)**

**5.5.1.1 Assessment:** Each consumer shall receive a clinical assessment that is consistent with the Department's licensing regulations and is performed by an individual with appropriate clinical training. The assessment and the

## **SFY 2003 Community Services Performance Contract for Operating CSBs and Behavioral Health Authorities**

development of the ISP shall be completed within time periods specified in the applicable Medicaid or Departmental licensing regulations. After the initial assessment, the consumer shall be referred to a qualified service provider for treatment appropriate to his condition or needs.

**5.5.1.2 Service Planning:** The Board shall develop and implement a written ISP for each consumer admitted to service that is appropriate to the needs of the consumer and the scope of the services required and reflects current acceptable professional practice. This plan shall include an assessment of level of functioning, treatment goals, and all services and supports needed, whether delivered by the Board, its subcontractors, or other providers.

**5.5.1.3 Consumer and Family Member Participation:** The Board shall ensure that each consumer and, with the consumer's consent, his family member or legally authorized representative is given the opportunity to participate to the maximum extent possible in the development and modification of the consumer's ISP, including the opportunity to attend service planning and treatment team meetings. The Board shall develop the consumer's individualized services plan with the full involvement and participation of the consumer or that person's legally authorized representative, signified by the consumer's or representative's signature on the plan.

**5.5.1.4 Plan Implementation:** The implementation of the ISP shall be documented and the ISP shall be reviewed at least every six months or more often as indicated by the consumer's level of functioning. Discharge planning and discharge from services shall be consistent with the ISP or the program's criteria for discharge.

**5.5.1.5 Clinical Consultation:** The Board may request the Department to provide, within the resources available for this purpose in the Department or its facilities, professional consultations for clinically complex or difficult or medically-complicated cases when consumers or their legally authorized representatives have requested second opinions and the Board is not able to provide those second opinions within its resources.

**5.5.2 Data Access:** The Department reserves the right, pursuant to provisions of § 37.1-197 of the *Code of Virginia*, to access all data, collected or maintained by the Board, about individual consumers whose services are supported with performance contract funds.

**5.5.3 Quality Improvement and Risk Management:** The Board shall, to the extent practicable, develop and implement quality improvement and risk management processes that utilize consumer outcome measures, provider performance measures, and other data to improve services, ensure that services are provided in accordance with current acceptable professional practice, and enable the ongoing



## **SFY 2003 Community Services Performance Contract for Operating CSBs and Behavioral Health Authorities**

review of all major areas of the Board's responsibilities under this contract. The Board shall, to the extent practicable, develop, implement, and maintain, itself or in affiliation with other Boards, a quality improvement plan (which will incorporate provider performance measures, consumer outcome measures, and human rights information) and a risk management plan. The Board shall work with the Department through the System Leadership Council to identify how the Board will address quality improvement activities.

**5.5.4 State Mental Health Facility Bed Utilization Targets:** The Board shall monitor its usage of state facility beds within its state mental health facility bed utilization targets, shown in Attachment 5.5.4 to this contract, for adult beds, established pursuant to § 37.1-198 of the *Code of Virginia*. During this contract period, the Department will track and monitor the Board's utilization of state facility beds by type of bed at each facility. Utilization will be measured by bed days received by consumers for whom the Board is the case management board. No financial incentives or disincentives shall be attached to these bed utilization targets during the term of this contract. The Department may display state facility bed utilization statistics on its Internet web site.

### **5.5.5 Consumer Outcome and Provider Performance Measures**

**5.5.5.1 Measures:** Pursuant to § 37.1-198 of the *Code of Virginia*, the Board shall report the consumer outcome, provider performance, consumer satisfaction, and consumer and family member participation and involvement measures in Attachment 5.5.5.1 to the Department. These reporting requirements are contingent on the Department supplying any necessary specifications and software to the Board in time for the Board to make needed changes in its information systems. The Department may publish and disseminate a report card on the completeness, accuracy, and timeliness of all data submissions from each Board.

**5.5.5.2 Individual Board Performance Measures:** The Department may negotiate specific, time-limited measures with the Board to address identified performance concerns or issues. Such measures shall be contained in Attachment 5.5.5.2 to this contract.

**5.5.5.3 Consumer Satisfaction Survey:** Pursuant to § 37.1-198 of the *Code of Virginia*, the Board shall participate in an assessment of consumer satisfaction in accordance with Attachment 5.5.5.1 to this contract.

**5.5.6 Program and Service Reviews:** The Department reserves the right to conduct or contract for reviews of programs or services provided or contracted for by the Board under this contract to examine their quality or performance at any time as part of its monitoring and review responsibilities or in response to concerns or issues that come to its attention.

## **SFY 2003 Community Services Performance Contract for Operating CSBs and Behavioral Health Authorities**

**5.5.7 System Leadership Council:** The Board shall participate, directly or through representation by other Boards, on the System Leadership Council established by the Department. The Council shall, among other responsibilities:

1. identify, discuss, and resolve communication issues and problems;
2. examine current system functioning and identify ways to improve or enhance the operations of the system;
3. identify, develop, propose, and monitor the implementation of new service modalities, systemic innovations, and other approaches for improving the accessibility, responsiveness, and cost effectiveness of the publicly-funded mental health, mental retardation, and substance abuse services system.

### **5.6 Protection of Consumers**

**5.6.1 Human Rights:** The Board shall comply with the current *Rules and Regulations to Assure the Rights of Individuals Receiving Services from Providers of Mental Health, Mental Retardation and Substance Abuse Services* (the Human Rights Regulations) promulgated by the State Board. In the event of a conflict between any of the terms and conditions in this contract and provisions in the Human Rights Regulations, the applicable provisions of the Human Rights Regulations shall apply. The Board shall cooperate with any Department investigation of allegations or complaints of human rights violations, including providing any information needed for the investigation in as expeditious a manner as possible.

#### **5.6.2 Consumer Disputes**

**5.6.2.1 Effect on Services:** The filing of a complaint or the use of the informal dispute resolution mechanism in the Human Rights Regulations by a consumer, his family member or legally authorized representative shall not adversely affect the quantity, quality, or timeliness of services provided to that consumer unless an action that produces such an effect is based on clinical or safety considerations and is documented in the consumer's ISP. In no situation shall the filing of a complaint or the use of the informal dispute resolution mechanism result in any retaliatory action by the Board against the consumer, family member or legally authorized representative.

**5.6.2.2 Consumer Dispute Resolution Mechanism:** The Board shall develop its own procedures for complying with the informal dispute resolution process in the Human Rights Regulations to satisfy the requirements in § 37.1-197 of the *Code of Virginia* for a local consumer dispute resolution mechanism.

### **5.7 Reporting Requirements**

**5.7.1 Board Responsibilities:** For purposes of reporting data and information to the

## **SFY 2003 Community Services Performance Contract for Operating CSBs and Behavioral Health Authorities**

Department, the Board shall:

1. follow the current Core Services Taxonomy, Medicaid Regulation definitions of State Plan Option and MR Waiver services, and Individualized Client Data Elements (ICDE) when responding to reporting requirements established by the Department;
2. maintain accurate information on all of its consumers whose services are funded through this contract;
3. report minimum Treatment Episode Data Set (TEDS) information through SCADS on individual consumers receiving substance abuse services to the Department, as mandated by the federal Substance Abuse and Mental Health Services Administration;
4. input information for the Inventory of Substance Abuse Treatment Services (I-SATS), formerly the Uniform Facility Data Set or UFDS;
5. report required Inventory of Mental Health Organizations data in accordance with federal requirements;
6. provide consumer outcome and provider performance information specified in Attachment 5.5.5.1 to this contract; and
7. report Performance-Based Prevention System information on prevention services provided by the Board that are funded by the SAPT Performance Partnership Block Grant.

**5.7.2 Routine Reporting Requirements:** The Board shall account for all services, revenues, and expenses accurately and submit reports to the Department using CARS-ACCESS or other software provided by the Department in a timely manner to document these services, revenues, and expenses. The Board shall provide the following information and meet the following reporting requirements to remain in compliance with the terms of this contract. All reports shall be provided in the form and format prescribed by the Department. Routine reporting requirements include:

1. for ongoing funding, the types, amounts, and static capacities of services provided; expenses for services provided; and numbers of consumers served by core service and revenues received by source and amount by program area (semi-annually);
2. expense, revenue, consumer, and service information for special projects (semi-annually);
3. expense, revenue, consumer, and service information for purchases of individualized services (semi-annually);
4. demographic characteristics for consumers (unduplicated counts) in each program area by funding category and priority population (annually);
5. numbers of individuals served by priority population in each program area by ongoing, special project, purchases of individualized services, and total for all funding categories (semi-annually);